NDI SDK License Agreement

Please read this document carefully before proceeding. You (the undersigned Licensee) hereby agree to the terms of this Software Development Kit (SDK) NDI® License Agreement (the "License") in order to use the SDK. Vizrt NDI AB ("NDI") agrees to license you certain rights as set forth herein under these terms.

1. <u>DEFINITIONS</u>

a. "SDK" means the entire NDI® Software Development Kit, NDI® Discovery Server, NDI® Bridge, NDI® Free Audio, NDI® Router, NDI® Analysis, NDI® Access Manager and any other NDI products or services, including those portions pertaining to the Specific SDK, provided to you pursuant to this License, including any source code, compiled executables or libraries, and all documentation provided to you to assist you in building Products (as defined below) that use the NDI® Software or NDI® Products operating in a virtual or physical machine and/or for data transfer over a network.

b. "Products" means your software product(s) and/or service(s) that you develop or that are developed on your behalf through the use of the SDK, which run on general purpose operating systems installed on general purpose computing platforms such as servers, desktops, and laptops on which the end user can freely change or update the operating system, and/or install, run and upgrade third party software applications, and that are designed to be, and/or are, used, sold and/or distributed to work closely with other NDI Products or Third Party Video Products. "Products" expressly excludes:

  i)   any hardware product(s) or product(s) sold as hardware;

  ii) any fixed-purpose "appliances(s)" or similar electronic device(s) or embodiment(s) that is/are designed, marketed, or intended to prevent or restrict the end user from modifying the installed operating system or installing third-party software applications beyond the limited methods provided by the manufacturer's intended use; and

  iii) any product(s) built using hardware that may be categorized as an embedded device, and utilizing an operating system typically used for embedded devices, which includes, but is not limited to Windows IoT, Android, Linux, Linux derivatives, IOS or any similar operating system. This includes products integrating hardware and software with a specific function that cannot easily be changed to perform significantly different functions from its intended purpose at the time of sale.

In order to use the SDK for these exclusions, You must enter into a commercial license agreement with NDI.

c. "NDI Products" refers to NDI's line of products distributed by NDI and any upgrades.

d. "SDK Documentation" refers to the documentation included with the Software Development Kit including that portion pertaining to the Specific SDK.

e. "Specific SDK" refers to the specific SDK for which you intend to use the NDI® SDK and this license (for example: NDI® Send, NDI Receive, NDI Find, NDI Record or other SDK's that are available from time to

time. These are examples only and NDI may add or subtract to this list at its discretion, and you agree to use them only in accordance with this Agreement) and includes the documentation relating to it.

f. "Third Party Video Products" refers to products of third parties developed by or for them also using the NDI® Software Development Kit in any way.

2. LICENSE

a. **License grant**: Pursuant to the terms, conditions and requirements of this License and the SDK Documentation, you are hereby granted a nonexclusive royalty-free license, subject to subsection b., to use the sample code, object code and documentation included in the SDK for the sole purpose of developing Products using the Specific SDK, and to distribute, only in accordance with the SDK Documentation requirements, object code included in the SDK solely as used by such Products (your Product and compiled sample code referred to as the "Bundled Product"). If Your use of the SDK exceeds the commercial threshold set forth in subsection b (the "Threshold"), you shall be required to enter into a separate commercial agreement with NDI. Until such commercial agreement is executed, you shall remain subject to the license fee obligations under this Agreement and your continued use of the SDK shall be subject to timely payment of such fees. If no commercial agreement is signed within a reasonable period, as determined by NDI in its sole discretion, NDI may suspend or terminate your rights under this License, as outlined in subsections c and d.

b. **Threshold**: If your use of the SDK exceeds the following commercial threshold, you shall be required to pay a license fee: Your gross revenue from sales of Bundled Product(s) exceeds 50 000 USD over any 12-month period.

The obligation to pay the license fee arises automatically upon exceeding the commercial threshold. The licensee shall notify NDI in writing within 15 days of exceeding the Threshold, and submit a quarterly report detailing:

- Gross revenue derived from Bundled Product(s);

- Any other relevant metrics as reasonably requested by NDI.

Based on the reports provided, NDI shall issue an invoice for the applicable license fee based on NDI's standard pricing. The licensee shall pay the invoice within 30 days of the invoice date. If You fail to submit the required report within the specified timeframe, NDI may:

i) Estimate the fees due based on available data, and such estimated invoice shall be payable within the standard payment terms unless the licensee provides accurate supporting data within 15 days; and

ii) Charge interest at 1.5% per month, calculated from the date You first exceeded the Threshold, regardless of when the invoice is issued.

c. **Compliance, Audit & Suspension**: You agree to maintain accurate financial and technical records related to Bundled Product(s). NDI may audit such records no more than once per year, with 30 days' notice to verify compliance with this Agreement and determine whether You have exceeded the Threshold. The audit may cover financial records related to revenue derived from Bundled Product(s) and any other necessary information to calculate the license fee.

If an audit reveals that You have exceeded the Threshold, You shall:

   i)   Reimburse the shortfall plus 1.5% monthly interest from the date the Threshold was exceeded, and

   ii) Cover the reasonable costs of the audit.

If payment remains outstanding for 30 days beyond the invoice due date, NDI may:

   i)   Suspend the license to use and distribute Products with the SDK and block further access to the SDK, and

   ii) Charge late fees and interest until payment is made in full.

d. **Breach & Termination:** If You fail to pay the applicable license fee within 60 days, or submit revenue reports for two consecutive periods, or fail to enter into a commercial license agreement within a reasonable timeframe from when you exceeded the Threshold, this shall constitute a material breach, and NDI may immediately terminate this Agreement without further notice. Upon termination, You must immediately cease all use of the SDK, remove all SDK components from Your Products and discontinue its use.

e. The Bundled Product must incorporate and be compatible with the latest version of the SDK available at the time of such use, development, or distribution, and comply with the requirements set forth in the SDK Documentation.

f. This is a License only, and no employment, joint venture, partnership, or other business venture is created by this License.

g. Unless otherwise stated in the SDK, no files within the SDK and the Specific SDK may be distributed. Certain files within the SDK or the Specific SDK may be distributed, said files and their respective distribution license are individually identified within the SDK documentation. This is not a license to create revisions or other derivative works of any NDI software or technology.

h. You agree to comply with the steps outlined in the SDK Documentation, including the SDK manual for the Specific SDK. Different obligations and restrictions may be imposed by NDI with respect to different Specific SDK's. NDI will not agree to sponsor your Product or show affiliation; however, NDI shall have the right to test the Product, and if it does not work or operate to NDI's satisfaction, NDI may terminate this license pursuant to Section 10. Notwithstanding that NDI may test the Product, it does not warrant the

test; it is for NDI's benefit, and you agree not to promote in your Product marketing or elsewhere any results or that NDI has tested the Product.

i. You acknowledge that information provided to NDI to induce NDI to enter into this license with you about your experience in the industry, sales, distribution, SDK experience or otherwise, whether such information is provided to NDI verbally or in writing, is true.

j. NDI makes the SDK available for developers for developing Products only, under these specific conditions herein, and if any, or all, of the terms of this license are not enforceable within your legal jurisdiction in any way, or if any clause is voided or modified in any way, then you may not enter into this agreement, any license and permission granted herein is revoked and withdrawn as of the date you first downloaded and/or used the SDK, and you are then unauthorized to copy, create derivative works, or otherwise use the SDK in any way.

3. RESTRICTIONS AND CONFIDENTIALITY.
a. "Confidential Information" includes the SDK and all specifications, source code, example code, tools and documentation provided within the SDK, and any support thereof, and any other proprietary information provided by NDI and identified as Confidential in the course of assisting You with your NDI® implementation. Confidential Information does not include information that: 1) is or becomes generally available to the public other than as a result of a disclosure by You, or 2) becomes available to You on a non-confidential basis from a source that was not prohibited from disclosing such information. Except as authorized herein, or in the SDK Documentation, or as otherwise approved in writing by NDI: 1) The disclosure to you of the SDK and all other Confidential Information shall not be disclosed to any third party 2)You agree not to commercialize the Confidential Information for yours or others benefit in any way; 3) You will not make or distribute copies of the SDK, or other Confidential Information or electronically transfer the SDK to any individual within your business or company who does not need to know or view the SDK, and under no circumstances shall you disclose it, or any part of it, to any company, or any other individual not employed directly by the business or company you represent, without express written permission of NDI.

b. You will not modify, sell, rent, transfer, resell for profit, distribute, or create derivative works based upon the SDK or any part thereof other than as set forth herein, and you will not allow independent contractors to create derivative works; however, you may use the SDK to create your own program for the primary purpose of making it or your Product compatible with the NDI network APIs, a NDI Product, or for other purposes expressly set forth by you in advance in writing and agreed to in writing by NDI. In the case of your derivative works based upon the SDK, you may create and revise your Product using the SDK, and sell, rent, transfer, resell for profit and distribute, so long as it is for the Principal objective for which you were provided the SDK and it otherwise complies with this agreement, including the requirement that your Product or any other Third Party Product using any portion of the SDK continues to use the current SDK as required herein and functions properly using the SDK. NDI reserves the right to determine at any time the compliance of your Product or any Third Party Product as properly using the

SDK including maintaining current and complete NDI compatibility. Notwithstanding anything to the contrary herein, no intellectual property claim, whether in patent, trademark, copyright, or otherwise, is made by NDI in or to your Product (except as to the SDK including software code and/or Libraries, and copyright rights therein, and any Confidential Information used in or with the Product).

c. You will comply with applicable export control and trade sanctions laws, rules, regulations and licenses and will not export or re-export, directly or indirectly, the SDK into any country, to any organization or individual prohibited by the United States Export Administration Act and the regulations thereunder.

d. Any direct or indirect distribution of your Product or any Bundled Products by you that include your Product, shall be under the terms of a license agreement containing terms that: (i) prohibit any modifications to the SDK, Specific SDK, the NDI Products or any part thereof, (ii) prohibit any reverse engineering, disassembly or recompilation of the SDK Specific SDK, or NDI® Products or any part thereof, or any protocols used by the SDK, Specific SDK, the NDI Products, whether transmitted or received over a network or used internally or externally to the machine, physical or virtual, it is operating on , and further prohibit any attempt to do so; (iii) prohibit any circumvention of any technical limitations in the SDK, Specific SDK, the NDI Products or any part thereof; or (iv) removal, obscure, or alteration of any proprietary notices or labels contained on or within the SDK, Specific SDK, the NDI Products or any part thereof. (iv) disclaim any and all warranties on behalf of NDI and each of its licensors, (v) disclaim, to the extent permitted by applicable law, liability of NDI and/or its licensors for any damages, whether direct, indirect, incidental or consequential, arising from the use of the Product or Bundled Products, (vi) comply fully with all relevant export laws and regulations of the United States to assure that the Bundled Products or any part thereof is not exported, directly or indirectly, in violation of United States law; (vi) include the appropriate copyright notice showing NDI, Inc. as copyright owner; (viii) require all third party developers using your Product to develop Third Party Products to comply with the terms of the NDI® SDK license, including that such Third Party Products have current and complete NDI compatibility, and further require such third party developers to include in their End User License Agreement the terms of this paragraph 3d.

e. You agree not to use the SDK for any unlawful purpose or in any way to cause injury, harm or damage to NDI, or its Products, trademarks, reputation and/or goodwill, or use information provided pursuant to the SDK, to interfere with NDI in the commercialization of NDI Products.

f. You agree to use NDI trademarks (NDI trademarks include, but are not limited to NDI®, NDIHX™), only in accordance with applicable policies of NDI for such trademark usage by software developers in effect from time to time, which policy may be amended at any time with or without notice. NDI's trademarks shall not be utilized within the Product itself, or on the Product packaging or promotion, or on websites, except to identify that the Product is compatible with NDI Products, and in all cases where NDI trademarks are utilized, special and clear notations shall be provided that the marks are NDI trademarks. Your Product is not a product of NDI and no promotion, packaging, or use of NDI trademarks shall suggest sponsorship by NDI of your Products, except where specifically authorized by NDI in writing.   Any distribution of your Product in a fraudulent manner, or in any other manner or method that violates any civil or criminal laws

shall constitute a default under this agreement and result in immediate revocation of any right to utilize NDI's marks.

g. NDI owns or has licensed copyright rights to the SDK. To the extent any of the SDK is incorporated into your Product, you agree to include all applicable copyright notices, along with yours, indicating NDI's copyright rights as applicable and as requested by NDI.

h. You agree that by using the SDK, or any portion or part of the NDI® Software, in your Products, that you shall not at any time during the term create, use or distribute Products utilizing the NDI® SDK that are not interoperable with, or have significantly degraded performance of functionality when working with, NDI Products or Third Party Video Products that are created with or utilize in whole or in part the SDK. Your Products and Third Party Products must maintain current and complete NDI® compatibility at all times.

i. You agree to not to, and shall not permit any third party to, directly or indirectly: (i) modify, translate, reverse engineer, decompile, disassemble or recompile or otherwise attempt to discover or derive the source code, underlying ideas, algorithms, protocols, or structure of the SDK, Specific SDK, the NDI Products or any part thereof, or any protocols used in the SDK, except to the extent expressly permitted under this Agreement, (ii) create derivative works based on the SDK, Specific SDK, the NDI Products or any part thereof whether transmitted or received over a network or used, internally or externally to the machine, physical or virtual, it is operating on; (iii) circumvent any technical limitations in the SDK, Specific SDK, the NDI Products or any part thereof; or (iv) remove, obscure, or alter any proprietary notices or labels contained on or within the SDK, Specific SDK, the NDI Products or any part thereof. Any unauthorized use or disclosure of the Software shall be considered a material breach of this Agreement and may lead to legal action.

j. You agree not to use the SDK, or cause the SDK to be used, for any purpose that it was not designed for, and in particular, you agree not to use the SDK for any purpose but for the precise purposes as expressly identified to NDI in writing that is the basis of the SDK and this license, and you agree you will not attempt to violate any of the foregoing, or encourage third parties to do so.

4. <u>SOFTWARE DEFECT REPORTING</u>
If you find software defects in the SDK, you agree to make reasonable effort to report them to NDI in accordance with the SDK documentation or in such other manner as NDI directs in writing. NDI will evaluate and, at its sole discretion, may address them in a future revision of the SDK. NDI does not warrant the SDK to be free of defects.

5. <u>UPDATES</u>
You understand and agree that NDI may amend, modify, change, and/or cease distribution or production of the SDK at any time. You understand that you are not entitled to receive any upgrades, updates, or future versions of the SDK under this License. NDI does not warrant or represent that its future updates

and revisions will be compatible with your Product, and NDI does not warrant that its updates and/or revisions will allow your Product to be compatible with or without modifications to your Product.

6. OWNERSHIP

Nothing herein is intended to convey to you any patent, trademark, copyright, trade secret or other Intellectual Property owned by NDI or its Licensors in the SDK or in any NDI software, hardware, products, trade names, or trademarks. NDI and its suppliers or licensors shall retain all right, title, and interest to the foregoing Intellectual Property and to the SDK. All rights not expressly granted herein are reserved by NDI.

7. INDEMNITY AND LIMITATIONS

You agree to indemnify and hold NDI harmless from any third party claim, loss, or damage (including attorney's fees) related to your use, sale or distribution of the SDK. THE SDK IS PROVIDED TO YOU FREE OF CHARGE, AND ON AN "AS IS" BASIS AND "WITH ALL FAULTS", WITHOUT ANY TECHNICAL SUPPORT OR WARRANTY OF ANY KIND FROM NDI. YOU ASSUME ALL RISKS THAT THE SDK IS SUITABLE OR ACCURATE FOR YOUR NEEDS AND YOUR USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK. NDI AND ITS LICENSORS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES FOR THE SDK INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALSO, THERE IS NO WARRANTY OF NON-INFRINGEMENT, TITLE OR QUIET ENJOYMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

8. LIMITATION OF DAMAGES

NEITHER NDI NOR ITS SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR THE LIKE), ARISING OUT OF THIS LICENSE WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF NDI OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. The limited warranty, exclusive remedies and limited liability set forth above are fundamental elements of the basis of the bargain between NDI and you. You agree that NDI would not be able to provide the Software on an economic basis without such limitations. IN NO EVENT WILL NDI BE LIABLE FOR ANY AMOUNT GREATER THAN WHAT YOU ACTUALLY PAID FOR THE SDK.

9. TERMINATION

Either party may terminate this License upon thirty (30) days written notice. Either party may also terminate if the other party materially defaults in the performance of any provision of this License, the non-defaulting party gives written notice to the other party of such default, and the defaulting party fails to cure such default within ten (10) days after receipt of such notice. Upon the termination of this License, the rights and licenses granted to you by NDI pursuant to this License will automatically cease.   Nothing herein shall prevent either party from pursuing any injunctive relief at any time if necessary or seeking any other remedies available in equity. Each party reserves the right to pursue all legal and equitable remedies available. Upon termination, all SDK materials shall be promptly returned to NDI, and any and all copies stored in electronic or other format shall be deleted and destroyed, and any rights to use NDI's trademarks are revoked. If this License is terminated for any reason, the provisions of Sections 1, 3, 6, 7, 8, 9, and 10 shall survive such termination.

10. GENERAL

Notices given hereunder may be sent to either party at the address below by either overnight mail or by email and are deemed effective when sent. This License shall be governed by the laws of Sweden, without regard to its choice of law rules and you agree to exclusive jurisdiction therein. This License contains the complete agreement between you and NDI with respect to the subject matter (SDK) of this License, and supersedes all prior or contemporaneous agreements or understandings, whether oral or written. It does not replace any licenses accompanying NDI Products. You may not assign this SDK License.